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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

GURBAKSH CHAHAL, an individual and derivatively on behalf of nominal defendant RADIUMONE, INC., Plaintiffs, v. Directors BILL LONERGAN, an individual, DAVID SILVERMAN, an individual, MARK LOTKE, an individual, AJAY CHOPRA, an individual, STEVE WESTLY, an individual, ROBIN MURRAY, an individual, and RADIUMONE, INC., a Delaware corporation, as a nominal defendant, and DOES 1 through 10, Defendants.	CASE NO.: **VERIFIED COMPLAINT FOR:** **(1) BREACH OF FIDUCIARY DUTY** **(2) BREACH OF CONTRACT** **JURY TRIAL DEMANDED**

Plaintiff Gurbaksh Chahal, acting derivatively on behalf of RadiumOne, Inc., brings this complaint against its board of director members Bill Lonergan, David Silverman, Mark Lotke, Robin Murray, Ajay Chopra, and Steve Westly, (together the "Board of Directors" or "Defendants") and alleges as follows:

NATURE OF THE ACTION

1. This action arises from the various breaches of fiduciary duties committed by the Board of Directors for RadiumOne, Inc. ("RadiumOne" or the "Company") including actions which constitute both knowing and negligent breaches of their duties to the Company and its shareholders.

2. The Board of Directors failed to raise and preserve desperately needed capital, and refused to pursue compelling strategic transactions, such as a sale of the Company, even as they knew that the market was deteriorating. When they belatedly reversed course, they attempted to do so, even though the market had severely declined while they delayed. As a result, they have tarnished the Company's brand in the marketplace and have failed in over 40 recent efforts to raise capital and preserve shareholder value. As a direct result of the Board of Directors' intentional and/or grossly negligent actions and omissions, the Company finds itself grossly undercapitalized and faces an imminent "cash crunch." The current remedial efforts of the Board of Directors are "far too little far too late."

3. None of these actions were taken through the proper exercise of business judgment, whether competent or otherwise. The named Board of Directors members did not act in good faith or in the best interest of the Company because they intentionally excluded and manipulated directors who disagreed with them, leading, among other things, to the recent public resignation of two of the Company's directors. Moreover, they repeatedly refused to even consider several promising transactions for the Company which had been directed to their attention. All of this was done out of collective personal animus against plaintiff Gurbaksh Chahal as a large equity stakeholder. The personal motives for marginalizing dissenting directors and opposing Mr. Chahal at any cost constitute a breach of the defendant directors' fiduciary duties to the Company, as well as a breach of a settlement agreement entered into between Mr. Chahal, the Company, and most of the named

Board of Directors members.

THE PARTIES

4. Plaintiff Gurbaksh Chahal ("Mr. Chahal" or "Plaintiff") is the founder and was the creative force behind RadiumOne, as well as being one of its largest shareholders. Mr. Chahal has founded four successful companies and, by the time he was 18, he had already sold his first company for $40 million. Before the age of 25 he sold his second company, BlueLithium, for $300 million to Yahoo. Mr. Chahal has been a shareholder in RadiumOne at all times relevant to this complaint and formerly served as RadiumOne's Chairman & Chief Executive Officer. Chahal resides in Miami, Florida.

5. Nominal Defendant RadiumOne, Inc. is a Delaware corporation with its principal place of business in San Francisco, California. While RadiumOne is a Delaware corporation, the relevant actions of the Board of Directors occurred in California.

6. Defendant William Lonergan ("Lonergan"), at all times relevant to the wrongful course of conduct of Defendants, has been and currently is Chief Executive Officer of RadiumOne and a member of its Board of Directors. Plaintiff is informed and believes, and on that basis alleges, that Lonergan resides in Los Altos, California.

7. Defendant David Silverman ("Silverman"), at all times relevant to the wrongful course of conduct of Defendants, has been and currently is a member of the Board of Directors of the Company. He has been a member of the Board since September, 2011. Plaintiff is informed and believes, and on that basis alleges, that Silverman resides in Menlo Park, California.

8. Defendant Mark Lotke ("Lotke"), at all times relevant to the wrongful course of conduct of Defendants, has been and currently is a member of the Board of Directors of the Company. He has been a member of the Board since June, 2015. Plaintiff is informed and believes, and on that basis alleges, that Lotke resides in New York, New York.

9. Defendant Robin Murray ("Murray"), at all times relevant to the wrongful course of conduct of Defendants, has been and currently is a member of the Board of Directors of the Company. He has been a member of the Board since December, 2009. Plaintiff is informed and

believes, and on that basis alleges, that Murray resides in Portola Valley, California.

10. Defendant Ajay Chopra ("Chopra"), at all times relevant to the wrongful course of conduct of Defendants, has been and currently is a member of the Board of Directors of the Company. He has been a member of the Board since December, 2009. Plaintiff is informed and believes, and on that basis alleges, that Chopra resides in Palo Alto, California.

11. Defendant Steve Westly ("Westly"), at certain times during the wrongful course of conduct of Defendants, has been a member of the Board of Directors of the Company. He has been a member of the Board from November 2013 until on or about late 2015 and is sued for acts and omissions that occurred during that time period. Plaintiff is informed and believes, and on that basis alleges, that Westly resides in Los Altos, California.

12. Defendants Does 1 through 10, inclusive, are sued herein under fictitious names. Their true names and capacities are unknown to Plaintiff. When their true names and capacities are ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein. Plaintiff is informed and believes, and on that basis alleges, that each of the fictitiously named defendants is the agent, servant, employee, representative, partner, and joint-venturer of their co-defendants, and in doing the things herein alleged was acting within the course and scope of such agency, employment, representation, partnership, and joint venture with the knowledge, permission and consent of their co-defendants, and so ratified all of their acts and conduct. Therefore, each Doe Defendant is responsible in some manner for the occurrences herein alleged, and the damages as herein alleged were proximately caused by said defendants.

JURISDICTION AND VENUE

13. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. § 1332 because this case is between citizens of different states and the amount in controversy exceeds $75,000.

14. This Court has personal jurisdiction over each of the Defendants by virtue of their business activities in the Northern District of California. A substantial portion of the events giving rise to Plaintiff's claims and damages occurred in this district. Defendants, including the nominal defendant, regularly transacts business in this judicial district and are therefore subject to personal

jurisdiction in this district.

15. Venue is proper in the Northern District of California pursuant to 28 U.S.C. § 1391(b)(2).

DERIVATIVE ALLEGATIONS

16. Plaintiff brings this action derivatively in the right and for the benefit of RadiumOne to redress the injuries suffered, and which continue to be suffered, by the Company as a direct result of the breach of fiduciary duty as alleged herein. The Company itself is named as a nominal defendant solely in a derivative capacity.

17. Plaintiff will adequately and fairly represent the interests of RadiumOne in enforcing and prosecuting its rights. As its largest single individual shareholder, Plaintiff is uniquely situated to prosecute the Company's rights—not only does he stand to benefit from seeing the Company made whole but he also has the resources necessary to ensure a vigorous prosecution of the case and defense of the interests of RadiumOne over the defendant members of the Company's Board of Directors.

18. Plaintiff was and is a shareholder of RadiumOne at all times relevant to the wrongful course of conduct of Defendants.

19. Plaintiff remains a shareholder of RadiumOne.

20. Plaintiff has not made a demand on the Board of Directors of RadiumOne to institute this action because such demand would be a futile and useless act, as this lawsuit is directed against the conduct of the very members of the Board of Directors who currently control its actions and who are extremely unlikely to approve of a lawsuit aimed at themselves and their conduct.

21. Further, Mr. Chahal has written to the Board of Directors individually and through counsel since at least August 22, 2014 regarding the actions of the Board of Directors which are the subject of this lawsuit, and all of Mr. Chahal's demands were ignored or rejected by each Defendant member of the Board of Directors. Any further demand would be futile for this separate reason.

FACTUAL BACKGROUND AND GENERAL ALLEGATIONS

22. RadiumOne is the third online advertising company founded by Mr. Chahal. In

January 1999, Mr. Chahal dropped out of high school at age 16 to start his first company, ClickAgents, which he sold for approximately $40 million only two years later.

23. In 2004, Mr. Chahal founded his second advertising-based company, BlueLithium. In 2007, Mr. Chahal sold BlueLithium to Yahoo for approximately $300 million.

24. Mr. Chahal founded RadiumOne in 2009.

25. RadiumOne builds intelligent software that automates media buying, making big data actionable for marketers and connects them to customers. Under Mr. Chahal's guidance and leadership, RadiumOne grew quickly and was valued at approximately $500 million by 2012. It was also considered a leading candidate for an initial public offering, with various bankers valuing the Company at approximately $1.2 billion in April 2014.

26. In the beginning of 2014, Mr. Chahal left the leadership of RadiumOne and, by July 2014, had founded a new company, Gravity4. In connection with his departure from the leadership of RadiumOne, on or about July 20, 2014, Mr. Chahal entered into a settlement agreement not only with the Company, but with defendants Lonergan, Chopra, Murray, and Silverman. In that agreement, Mr. Chahal retained his right to appoint two members of RadiumOne's Board of Directors. While the sitting Board of Directors was given the right to approve any of Mr. Chahal's nominees, it was required to do so in good faith and barred from unreasonably withholding approval of Mr. Chahal's nominees. Unbeknownst to Mr. Chahal, one of the members of the RadiumOne Board of Directors had filed a police report with the Menlo Park Police Department falsely accusing Mr. Chahal of threatening to physically harm that board member and his family. Had Mr. Chahal been aware of this fact, he would not have entered into the settlement agreement.

27. While no longer personally active in the day-to-day operations of RadiumOne, Mr. Chahal remained a significant shareholder in RadiumOne to the present day, even as the Board of Directors took malicious action to harm Mr. Chahal, without regard for the harm that they were also causing to RadiumOne. For example, immediately upon Mr. Chahal's departure from the company, the Board of Directors intentionally diluted his shares by 20%, and further sought to wipe out all of his series A equity in the company—all to preference themselves as Series B and Series C holders.

28. The Board of Directors also began to enrich themselves and otherwise loot the

Company. While Mr. Chahal had taken no cash compensation for his five years' service as CEO, the new management paid themselves outsized salaries, even as the Company continued to decline. For example, Lonergan, a member of the Board of Directors and the successor CEO, is estimated to be paid over $500,000 a year plus bonus.

29. The Board of Directors did not limit their malfeasance to actions designed to enrich themselves, but actually have been willing to harm the Company, so long as it also harms Mr. Chahal. Beginning in late 2014, Mr. Chahal repeatedly admonished Defendants that their short-sighted actions and omissions were preventing RadiumOne from being able to consider viable exits and strategic transactions, and that their continued failure to take actively engage in the equity raising process would continue to endanger the value of the Company.

30. Specifically, in mid-2014, companies in the advertising technology sector began a period of extreme volatility, and many of RadiumOne's direct and indirect competitors were recapitalizing, being sold to or merging with larger technology companies to maximize their value and staying power in that economic climate.

31. Mr. Chahal's repeated notices to Defendants were entirely prescient but summarily dismissed, to the extreme detriment of the Company. This rejection was not innocent or an exercise of impartial business judgment but instead was motivated by ongoing personal animus, and a desire by Defendants to marginalize Mr. Chahal. Defendants' attitudes toward Mr. Chahal ultimately even forced the resignation of two Board of Director members, who agreed with Mr. Chahal's assessments and wanted the Company to follow through on his predictions and recommendations Defendants' ill-advised decisions were, if not intentional, grossly negligent, causing significant and ongoing harm to RadiumOne.

32. By August 2014, market conditions in the ad-tech sector had become dire. For example, RadiumOne's closest competitor, Rocket Fuel Inc., saw its market capitalization drop from $3.3 billion to just over $500 million. Rocket Fuel, specifically, and the ad-tech sector, generally, declined even as the broader equities market enjoyed a generally positive period. On information and belief, RocketFuel's market capitalization as of Friday, February 26, 2017 was a mere $139 million.

33. On August 22, 2014, Mr. Chahal again reached out and sent a letter to the Board of Directors, identifying certain specific risks to the Company and the rapidly shrinking time for the Board of Directors to take remedial action: specifically the Company would have to offer itself for acquisition, merger or other recapitalization or strategic transaction. Mr. Chahal, drawing on his deep expertise in the ad-tech sector, relationships in the field and knowledge of these recent developments, identified the risk posed by declining values for comparable companies, along with specific evidence, including Rocket Fuel's experience, to support his position.

34. Mr. Chahal also identified a path forward for RadiumOne to secure value for the Company's shareholders.

35. Acquisitions in the ad-tech sector had been very active and Mr. Chahal identified comparable transactions to the Board of Directors: LinkedIn purchased Bizo for $175 million; Rocket Fuel itself purchased X+1 for $230 million; Oracle purchased BlueKai for $400 million; and Acxiom purchased LiveRamp for $310 million.

36. None of those entities were as attractive as RadiumOne was in August 2014. Each of them had less revenue and less technology than RadiumOne and therefore were less valuable acquisition targets.

37. Mr. Chahal also informed the Board of Directors that it would have to act immediately to effect a successful merger or acquisition strategy; if it did not, the game of "musical chairs" during the current acquisition trend would be lost. Mr. Chahal urged the Board of Directors to engage an investment bank to assist in arranging a possible sale or merger of the Company and offered his own assistance in the background to help identify buyers and direct them to the Company and the Board of Directors. Ultimately, Mr. Chahal even made his own cash offer of $150 million to buy the Company, because Defendants refused to consider selling it on the marketplace. This cash offer was genuine, and made because without leadership with a vision, the Company would not long survive.

38. Mr. Chahal also attempted to make numerous introductions between the RadiumOne Board of Directors and potential investors or acquisition partners. For example, in 2014 Mr. Chahal, working through contacts at Deutsche Bank, attempted to arrange a meeting between

representatives of potential acquirer WPP and RadiumOne management, including Lonergan. Lonergan, however, refused to include the Deutsche Bank personnel working on the deal solely because Mr. Chahal had made the initial contact, costing the Company this opportunity.

39. Similarly and most recently, in the last two and a half months, a $20 billion Chinese private equity fund was prepared to invest up to $300 million in an acquisition of RadiumOne. Mr. Chahal sought to make an introduction to the Company's management and to Lonergan directly, but was rebuffed—attorneys representing the defendant members of the Board of Directors contacted Mr. Chahal's counsel and rejected the deal within 48 hours for the sole reason that it originated with Mr. Chahal. Recent transactions from Chinese entities in the technology sector include Media.net sold for $900 million and AppLovin sold for $1.4 billion. Beyond these specific transactions, other transactions include the sale of TubeMogul for $540 million and Krux for $700 million. But for the conduct of the Board of Directors alleged herein, including the personal animus toward Mr. Chahal, RadiumOne could have realized similar value for its shareholders.

40. Suffice it to say that the Board of Directors purported not to share Mr. Chahal's concerns regarding shareholder value and the urgency of arranging a successful exit. Instead of seriously considering Mr. Chahal's proposals, letting alone acting constructively on them, Defendants adopted a harsh, aggressive and needlessly combative stance against him. This stance was based solely upon their personal hostility and animus and had no basis in impartial business judgment or objective Company prospects. Defendants began to marginalize the two directors perceived as possibly being sympathetic to Mr. Chahal's agenda, Krishna Subramanian ("Subramanian") and Vishal Gurbuxani ("Gurbuxani"). Knowing that these two directors might support Mr. Chahal's common sense and informed views, Defendants acted to exclude Subramanian's and Gurbuxani's involvement as well.

41. In a sharp contrast from immediately past practice, and a shocking deviation from prudent governance practices, Subramanian and Gurbuxani were essentially walled off from internal discussions by the other Board of Directors, in a transparent effort to intimidate or marginalize them—again, solely stemming from personal hostility toward Mr. Chahal himself, and with no intended or likely prospect of benefit to the Company.

42. On October 13, 2014, Mr. Chahal wrote to the Board of Directors about the treatment of Subramanian and Gurbuxani, in particular that they were not even being provided with the usual and customary information packages typically prepared for Board of Directors meetings. This practice was contrary to the Company's corporate governance practices and was done with the ulterior motive of suppressing any discussions that might result in working with Mr. Chahal or adopting his recommendations, regardless of the harm to the Company.

43. Defendants ultimately were successful in silencing Subramanian and Gurbuxani—by March 30, 2015 both Subramanian and Gurbuxani had resigned from the Board of Directors.

44. Due to the Board of Director's unreasonable animus toward Mr. Chahal, appointment of replacement directors was delayed. However, on November 10, 2016, Mr. Chahal informed the Company's Board of Directors that he wished to appoint two individuals: Steve Eskenazi and Jordan Rohan. Both were highly qualified, good faith candidates. Mr. Eskenazi is not only a long-time venture capital investor in the tech industry, but he was a former member of the RadiumOne Board of Directors. For his part, Mr. Rohan is an experienced investment analyst with a reputation as a thought leader on media, ecommerce, advertising technology, and social media business models. Both are highly qualified and would have made a valuable addition to the RadiumOne Board of Directors.

45. The Board of Directors, however, refused to even consider the appointments. Instead, the Board of Directors made it clear to Mr. Eskenazi that they were "not interested" in working with Mr. Chahal in any way, shape or form, and that they were "not interested in expanding the Board" of the Company. These decisions were not the Board of Directors' to make, however, and breached the provision of the July 2014 settlement agreement requiring that the Board of Directors give its reasonable and good faith consent to Mr. Chahal's nominees. The Board has gone so far as to deny that Mr. Chahal ever nominated these individuals, in direct contradiction to contemporaneous communications.

46. As a result of these actions, the Company did not raise equity or other new financing in 2014, postponed critical opportunities to either sell the Company, merge or otherwise engage with a strategic partner, and missed crucial opportunities to connect with willing counterparties, all

which would have been to the benefit of the Company's business and its shareholders. The immediate result was that the Company brand was tarnished, so much so that in recent efforts to raise capital, the Company has been rebuffed over 40 times.

47. By setting aside their responsibilities to the Company and letting personal animus get the best of them, the Board of Directors jettisoned numerous opportunities for the Company to create value for its shareholders through an acquisition or additional capital raise. Although the Company did ultimately raise some funds in a dilutive Series C offering, the terms of that offering were far inferior to those that the Company would have received had the Board of Directors complied with their obligations to the shareholders.

48. Indeed, the Series C offering was structured to create substantial financial downside for earlier investors, including but not limited to Mr. Chahal. These material impacts have directly harmed the value of these shareholders' shares, and that harm directly traceable Board of Directors' breaches of their fiduciary duty.

49. The Board of Directors further breached their fiduciary duties to manage the Company prudently by immediately engaging in excessive and frivolous spending of the capital raised in the Series C offering even as the Company's revenue was in steep decline.

50. As the Company's situation has continued to deteriorate, the Board of Directors have taken a number of additional steps to mislead and conceal the true status of the Company from its shareholders, employees, and the broader market. For example, many of the individuals listed on the Company's website as part of its management team are no longer employed at RadiumOne, yet the Company still holds them out as officers. Similarly, the Company has recently begun attempting to inflate its revenue. Advertising sold by the Company is usually paced evenly throughout the month. Recently, however, Mr. Chahal has become aware of at least one instance where the Company has run a significantly larger amount of media in the last days of the month. This flurry of activity, designed to exhaust the monthly budget from the customer, causes the customer to pay for untargeted media, rather than the targeted advertising that the customer believed it was receiving from the Company. Meanwhile, consuming the entirety of the budget allows RadiumOne to falsely inflate its financial performance and take credit for total booked revenue.

51. Due to this lack of vision and mismanagement by the Board of Directors, the Company therefore went from a $500 million valuation in 2012, with talks of a $1.2 billion initial public offering, to the point where it cannot now locate a willing buyer at any price and has difficulty raise adequate day-to-day working capital. On information and belief, the Company now will exhaust its capital sources very soon as well as break a financial covenant with a commercial lender. The destruction of this immense shareholder value was entirely avoidable and would have been avoided but for Defendants' abject refusal to avail itself of any idea, suggestion or introduction put forward by Mr. Chahal.

CLAIM I: BREACH OF FIDUCIARY DUTIES

(Against All Defendants)

52. Plaintiff incorporates paragraph 1 to 51 inclusive, as though set forth fully at this point.

53. As members of RadiumOne's Board of Directors, Defendants each individually owed the Company fiduciary duties.

54. Among these fiduciary duties is the duty to exercise due care and diligence in the management and administration of the affairs of the Company and in the use and preservation of corporate property and assets.

55. By their conduct as alleged herein, Defendants have breached these fiduciary duties. Specifically, by failing to raise capital or to put the Company up for sale at the appropriate time, Defendants have caused serious and lasting harm to the Company.

56. Defendants have further breached their fiduciary duty to exercise due care and loyalty by allowing personal motives to interfere with their conduct of the business of the Company. These breaches include, but are not limited to, intimidating and marginalizing former directors Subramanian and Gurbuxani and opposing Mr. Chahal at the expense of the Company. By these acts, Defendants ceased to be disinterested in their decisions.

57. As a direct and proximate result of these breaches, the Company has been damaged in an amount to be determined at trial. The full extent harm to the Company's value and equity

position due to the Board of Directors' misconduct is presently unknown, but is believed to be in excess of $300 million.

58. As a direct and proximate result of these breaches, the Company has also suffered and will continue to suffer irreparable harm, including, but not limited to, financial injury, lost business opportunities, loss of competitive business advantage and loss of good will.

59. The Company has no adequate remedy at law for all of these breaches and is entitled to an injunction as well as monetary damages.

60. Defendants' acts were willful and grossly negligent, and/or were made with a conscious disregard of the Company's rights, as demonstrated by, without limitation, the gratuitous efforts by Defendants, based solely upon their animosity towards Mr. Chahal, to induce former directors Subramanian and Gurbuxani to leave the Company's Board of Directors. As a result, the Company is entitled to punitive damages, in an amount to be determined at trial, sufficient to punish and deter Defendants from further similar misconduct.

CLAIM II: BREACH OF WRITTEN CONTRACT

(Against RadiumOne, Lonergan, Chopra, Murray and Silverman)

61. Plaintiff incorporates paragraph 1 to 51 inclusive, as though set forth fully at this point.

62. On or about July 20, 2014, Mr. Chahal, the Company, and defendants Lonergan, Chopra, Murray and Silverman, among others, entered into a "Dispute Resolution Agreement and Mutual Release."

63. Section 1(e) of that contract provides in full that:

> Executive's Director Appointment Rights. Notwithstanding any rights Executive [*i.e.* Mr. Chahal] may have to designate a member of the Board, Executive agrees that any future director appointments by Executive shall be subject to prior approval by the Board, which approval shall not be unreasonably withheld. Any future Executive board appointments shall not be entitled to any compensation for service as a director except at the sole discretion of the Board.

64. Defendants breached this provision by refusing to consent to the appointment of either of Mr. Chahal's two nominees. Defendants withheld their consent without a reasonable, good-faith basis for doing so.

65. Defendants' refusal to act in good faith as required also constitutes a breach of the covenant of good faith and fair dealing that is implicit in every contract.

66. Mr. Chahal agreed to enter into and perform under the contract with the understanding and expectation that Defendants would act in good faith and deal fairly, pursuant to the terms of the agreement.

67. Defendants breached the implied covenant of good faith and fair dealing arising from the contract by their refusal to properly consent to Mr. Chahal's nominees to the RadiumOne Board of Directors.

68. As a direct and proximate result of Defendants' breach, Mr. Chahal has been damaged in an amount to be determined at trial, but in no event less than $100 million.

69. Additionally, section 22 of the contract provides that the prevailing party shall be entitled to recover its costs and expenses, including court costs and attorneys' fees, without regard to whether the prevailing party can establish actual damages from another party's breach of the contract. As a consequence, Mr. Chahal is entitled to his costs and attorneys' fees incurred in bringing this action.

PRAYER FOR RELIEF

For the foregoing reasons, Plaintiff Gurbaksh Chahal respectfully requests that the Court enter judgment against Defendants as follows:

1. Against all of the Defendants and in favor of the Company for the amount of damages sustained by the Company as a result of Defendants' breaches of fiduciary duties and gross mismanagement, presently believed to be in excess of $300 million;

2. For entry of a preliminary and permanent injunction barring Defendants and their agents, servants, and employees, as well as all other persons and entities acting in concert or in participation with them, from taking any further actions in breach of their fiduciary duties;

3. Awarding to the Company restitution from the Defendants and ordering disgorgement of all profits, benefits and other compensation received by Defendants during the period in which they were breaching their fiduciary duties or grossly mismanaging corporate assets;

4. Against the Company and defendants Lonergan, Chopra, Murray and Silverman for the amount of damages sustained by Plaintiff individually as a result of defendants' breaches of the July 20, 2014 Dispute Resolution Agreement and Mutual Release, presently believed to be in excess of $100 million.

5. Awarding to Plaintiff the costs and disbursements incurred in connection with this action, including reasonable attorneys' fees, accountants' and experts' fees, costs, and expenses; and

6. Granting all such other and further relief as the Court deems just and proper.

REQUEST FOR A JURY TRIAL

Plaintiff Gurbaksh Chahal respectfully requests a trial by jury on all matters so triable.

DATED: February 28, 2017

Respectfully submitted,

GLASER WEIL FINK HOWARD AVCHEN & SHAPIRO LLP

By: /s/ Patricia L. Glaser
PATRICIA L. GLASER
Attorneys for Plaintiff
Gurbaksh Chahal

VERIFICATION

I have read the foregoing Complaint and know its contents.

I am a party to this action. The matters stated in the foregoing document are true of my own knowledge except as to those matters which are stated on information and belief, and to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 27, 2017, at San Francisco, California.

GURBAKSH CHAHAL

Gurbaksh Chahal

Signature